DOCUMENT RESUME

ED 116 571 HE 006 986

AUTHOR Orze, Joseph J.
TITLE Faculty Collective Bargaining and Academic Decision Making. Special Report No. 24.
INSTITUTION Academic Collective Bargaining Information Service, Washington, D.C.
SPONS AGENCY Carnegie Corp. of New York, N.Y.
PUB DATE Sep 75
NOTE 16p.

EDRS PRICE MF-$0.76 HC-$1.58 Plus Postage
DESCRIPTORS *Collective Bargaining; *Contracts; *Decision Making; *Higher Education; *Innovation; Organizational Development; Student Participation; Teacher Participation

ABSTRACT

On January 25, 1973 the Board of Trustees and the Faculty Federation of Southeastern Massachusetts University ratified what each party considered to be a unique and broadly optimistic collective bargaining agreement. The agreement was germinated as the progeny of two strongly shared beliefs: (1) in the need to create a system for the development of a participatory democracy within the academic processes of the University; and (2) that the academic processes of the University could be structured through collective bargaining to most effectively achieve such a system. In attempting to structure the university's decision-making processes, responsibility and authority have been given credence through accountability. This is in keeping with all good administrative practices and applicable to all forms of institutions and offices. However, it has not always been rigorously applied within the academy. Southeastern Massachusetts University has learned through experience that a well conceived and well structured collective bargaining agreement is not a panacea for curing the ills of colleges and universities, but it has also learned that such an agreement can go a long way toward making them healthy, functional, and effective. (Author/KE)

****
* Documents acquired by ERIC include many informal unpublished *
* materials not available from other sources. ERIC makes every effort *
* to obtain the best copy available. Nevertheless, items of marginal *
* reproducibility are often encountered and this affects the quality *
* of the microfiche and hardcopy reproductions ERIC makes available *
* via the ERIC Document Reproduction Service (EDRS). EDRS is not *
* responsible for the quality of the original document. Reproductions *
* supplied by EDRS are the best that can be made from the original. *
****

ED116571

Academic Collective Bargaining Information Service
1818 R Street, N.W. / Washington, D. C. 20009 / 202/387-3760

George Ward Angell
Director

Edward P. Kelley, Jr., Esq.
Assistant Director

SPECIAL REPORT #24
September 1975

FACULTY COLLECTIVE BARGAINING AND ACADEMIC DECISION MAKING

by
Joseph J. Orze*, Dean
College of Fine Arts and Applied Arts
Southeastern Massachusetts University

This Special Report describes the unique approach to collective bargaining at Southeastern Massachusetts University and some of the innovative contractual provisions that have resulted. The paper indicates, as Dr. Orze believes, "that the collective bargaining process can be an effective vehicle for structuring a university to achieve the tri-partite interaction and shared decision making."

ACBIS is making this report available in hopes of encouraging an exchange of innovative ideas by which faculty unions and institutional management believe they are making collective bargaining work for the benefit of higher education.

Edward P. Kelley
Associate Director

George W. Angell
Director

* Dean Orze became president of Worcester State College as of August 1, 1975.

U.S. DEPARTMENT OF HEALTH, EDUCATION & WELFARE
NATIONAL INSTITUTE OF EDUCATION

THIS DOCUMENT HAS BEEN REPRODUCED EXACTLY AS RECEIVED FROM THE PERSON OR ORGANIZATION ORIGINATING IT. POINTS OF VIEW OR OPINIONS STATED DO NOT NECESSARILY REPRESENT OFFICIAL NATIONAL INSTITUTE OF EDUCATION POSITION OR POLICY

Sponsored by the Association of American Colleges, the American Association of State Colleges and Universities, and the National Association of State Universities and Land Grant Colleges. Funded by the Carnegie Corporation of New York.

HE006786

On January 25, 1973 the Board of Trustees and the Faculty Federation of Southeastern Massachusetts University ratified what each party considered to be a unique and broadly optimistic collective bargaining agreement. The Agreement, the second faculty collective bargaining agreement to be put in force at the University, was germinated as the progeny of two strongly shared beliefs, one which could claim widespread support in American higher education and another which could only be viewed as presumptuous and radical by other than the strongest advocates of faculty unionism. The first was a belief in the need to create a system for the development of a participatory democracy within the academic processes of the University, to involve students, faculty and administrators in tri-partite decision making together with a sub-system of checks and balances to validate the system and to insure against its possible misuse or abuse. The second shared belief was that the academic processes of the University could be structured through collective bargaining to most effectively achieve such a system.

As an active participant in meetings, seminars and conferences devoted to faculty collective bargaining in higher education, and being a founding member of the Academy for Academic Personnel Administration, which was established to facilitate an interchange of ideas and approaches to collective bargaining in higher education, the writer has found himself to be a member of a small minority of university administrators who believe that what the second Southeastern Massachusetts University Board of Trustees/Faculty Federation Agreement contractualized is a legitimate concern of the collective bargaining process. Even less of a minority have shared the belief that the collective bargaining process can be an effective vehicle for sturcturing a University to achieve the tri-partite interaction and shared decision making. My most common reaction was, "You've given away the store!"

There were times during the infancy of the full force and effect of the Agreement when doubts were raised to cloud the ratified optimism of its negotiators. New responsibilities, procedures and committees were sometimes testy at initiation, but with almost two years of living and working with and through the Agreement, it can be adamantly stated that the Board of Trustees did not give away the store. The Agreement works. It still has a few loose spots, but these are being tightened through periodic negotiations provided for in the Agreement, and optimism is becoming more and more of a reality, because the Agreement works. This paper will attempt to present an overview of the atmosphere in which the second Board of Trustees/Faculty Federation Agreement of Southeastern Massachusetts University was constructed, the contractual innovations developed through collective bargaining and the writer's assessment of the success or failure of the Agreement and its provisions tempered by almost two years of being an active participant in its implementation.

When the first faculty collective bargaining with the Board of Trustees took place in 1969 at Southeastern Massachusetts University, there were few, if any, models for either group to use in formulating an agreement. Public school teachers had negotiated

contracts several years prior to this and were becoming quite sophisticated in their bargaining with school boards. Also, two year community college faculties were active at bargaining tables adopting many of the approaches and provisions of their public school counterparts. Neither of these provided adequate models for a university collective bargaining agreement.

Of necessity, industrial models became the primary references for both faculty and the Board of Trustees negotiators as they struggled through nine months at the bargaining table. The agreement that was produced was an historic one, but it fell far short of being an ideal one for the university or a model for others to build upon. It was historic simply because it was one of the first and most inclusive university level collective bargaining agreements in the country.

In living with the agreement, it became evident that industry was a poor model for a university to follow. The traditional labor/management adversary roles were antithetical to effective faculty/administration relationships for the governance and functioning of a university. In addition, the labor/management model of industry had no mechanisms for consideration of a third, mutually involved, party which must be considered in a university, the students.

It would be simplistic to say that the industry model does consider a third party, even if only indirectly. This would be the consumers; but is education a product or a process? Are students buyers of education packaged by an educational factory, or are they participants in a process of education in concert with the faculty and administration? A common concern for these questions and shared responses to them helped to establish the climate in which the second Board of Trustees/Faculty Federation collective bargaining agreement was achieved.

The SMU Faculty Federation, Local 1895 of the American Federation of Teachers, AFL/CIO officers and the administration of the university both viewed collective bargaining as a vehicle for developing a structure for shared decision making within the University. Each felt that clearly defined procedures and shared decision making within the laws of the Commonwealth of Massachusetts were critical for the efficient and harmonious functioning of the university community. Shared decision making, the essence of a participatory democracy, could only become a reality if members of the academic community were accorded viable roles in the decision making processes of the University which affected them directly or in which they posessed a legitimate vested interest.

To achieve a collective bargaining agreement which would translate this shared idea into a working reality, several traditional labor/management spectres had to be exorcised. First of all, the classic adversary roles of the participants in the negotiations had to be replaced by a spirit of cooperative planning in keeping with the hoped for outcomes of the collective bargaining process. A feeling of mutual trust had to be established between the negotiators and among the individuals and groups they represented.

A new, well respected and admired president helped considerably in promoting a feeling of trust between the Faculty Federation officers and the administration. This, coupled with the relationships developed between Federation officers and various members of the administration through working to make the first collective bargaining agreement effective within its limits and possibilities, helped to make the climate promising for non-adversary negotiations.

Perhaps the key that locked the adversary roles out of the collective bargaining process was the decision of the Board of Trustees, acting upon the recommendation of the president, to insulate the University's academic administrators as much as possible from the actual bargaining process, to use them as resource people in the development of what would become the Board's proposed contract, and to hire a consultant with a broad background in higher education and collective bargaining to serve as its chief negotiator.

The Board's negotiating team was deliberately small, consisting of the outside consultant and one academic dean, the writer, who had been the chief negotiator for the Board in developing the first contract and had continued in a liaison role in the implementation of the contract for its duration. To coordinate the activities of the negotiating team, the Board selected two of its members, both lawyers, one whose practice included a spectrum of negotiating activities. These Board members were to also serve as liaison for the negotiators with the Board as a whole.

Though he had a long association with the university president and was hired to represent the Board of Trustees in negotiations, not being a member of the administration provided the consultant with many advantages of a third party neutral. These were utilized to their fullest.

A month prior to the scheduled beginning of negotiations, the consultant spent a week at the University meeting with members of the Board, administrators and, most notably, the officers of the Faculty Federation. Ideas were freely exchanged, positions and aspirations relative to negotiations made known, and then a contract attempting to collate and distill these ideas positions and aspirations was developed. Upon approval by the Board of Trustees, this was to become its contract proposal to the Faculty Federation.

This in itself was unique. Traditionally, unions develop contract proposals, and management responds with counter proposals. It was the administration's position that much of the adversary posture of collective bargaining could be attributed to the punch/counter-punch tactics encouraged by negotiation in response to union demands. It was accepted that the Faculty Federation would present the Board's negotiators with a complete contract proposal, and, in hopes that laying all of the cards on the table would further the climate of cooperative planning desired, the Board's contract proposal would be simultaneously presented to the Federation negotiators.

When the negotiating sessions opened and each team presented

the other with its proposed contract an innovation was made in bargaining procedures that firmly established the climate of cooperative planning and set the tone for the duration of the collective bargaining process. It was agreed that, to eliminate the adversary inclinations of reacting to one or the other of the proposed contracts, both contract proposals would be reviewed simultaneously together with the then in-force Faculty Federation/Board of Trustees Agreement. The new contract would be developed based upon full knowledge of the positions of both negotiation teams and their relationship to comparable provisions that might be included in the in-force Agreement.

Everyone at the bargaining table sensed that the negotiations in their format and production could herald a new concept in faculty collective bargaining. In less than two weeks of concentrated negotiations, an agreement was reached that all concerned felt admirably suited the needs of the University. It provided for broad shared decision making and thereby structured the University's functioning in such a manner as to reflect the interests, concerns, responsibilities and authority of all its members. Equally important, it did so through the use of clearly defined procedures and systems of checks and balances to insure their equitable application.

Like many other colleges and universities, Southeastern Massachusetts University had experienced its share of turmoil during the five years preceding the negotiation of its second faculty collective bargaining agreement. Much of that campus turmoil was due largely to a lack of faculty and student participation in decisions in which they felt they had a legitimate role to play. The decision making procedures established by the negotiated agreement give faculty and students reposnsibilities at department, college and university levels through which they share with administrators in decisions made concerning the academic processes of the University.

Through the Agreement, faculty are given the responsibility for all initial recommendations relative to their colleagues from initial appointments through promotions, merit salary increases, reappointment, tenure and all other aspects of faculty welfare. Prior to any action by administrative officials, faculty recommendations are developed and reviewed by departmental and college committees comprised of faculty members elected by their colleagues. At the college level, there are seven College Academic Councils each representing a college or, in the case of the College of Arts and Sciences, an area of related disciplines within a college. Each council consists of one elected faculty representative from each department included within the council.

Even after the first level of administrative involvement, that of the college dean, there is a University Council of faculty elected from each of the College Academic Councils to review all recommendations, positive and negative, with their substantiations made by the department, the department chairperson, the College Academic Council and the College Dean. The University Council makes its recommendations to the Dean of Faculty, and these are transmitted with his own and those of the department, the department chairperson, the College

Academic Council and the College Dean to the President, who either takes final action, as in instances of promotion or salary increases, or makes a recommendation to the Board of Trustees for its action, as for an appointment, reappointment and tenure decisions. When the president takes final action, "the Board at its own initiative may review and take further action or no action," but, in these instances, as is true when the president makes a recommendation to the Board for its action on personnel matters, the Board can reject the president's decision but cannot substitute its own action as a remedy. It can only act on or react to recommendations brought to it by the president.

Students officially play a significant role in evaluating the teaching effectiveness of the faculty through the terms of the argeement which provides for student evaluation of faculty in each course each semester. Additionally, students have full voting membership on department, college and university curriculum committees.

Contractually, for the first time to our knowledge, student evaluation becomes a factor taken into account when merit raises, increments, promotion, reappointment, and tenure for faculty members are considered. The impact of such student evaluations will hopefully produce continuing improvement of faculty teaching effectiveness. This is brought sharply into focus when one considers that a certain number of unsatisfactory student evaluations of teaching effectiveness become grounds to initiate hearings on the competency of a tenured faculty member. Student evaluation of faculty teaching effectiveness has been a topic of concern and discussion on the University campus since it was first rumored that provisions for it would be negotiated into the collective bargaining agreement. Now that the processes of student evaluation of faculty teaching effectiveness have been exercised several times, the concerns, if anything, have been expanded among the faculty. Prior to the initial student evaluation of faculty teaching effectiveness, there was a tremor of paranoia among the faculty based upon a fear that students would use their newly gained evaluation powers in a vindictive manner. There were also some questions regarding the validity of having students evaluate faculty and strong concern on the part of some faculty regarding the purposes and uses of the evaluation procedures and their results.

Today, there are very few philosophical discussions regarding the validity of having students evaluate faculty. The fears of student vindictiveness have, for the most part, been allayed. Faculty have found the students to be generally fair in their evaluations. In fact, students have proven to be more generous in their evaluations of faculty than fellow faculty members have been. Most faculty and administrators agree that students have a legitimate role to play in faculty evaluation. The focus is now on the evaluation procedures, the instruments used, the scoring methods, computation and use of the results. Faculty want the student evaluations to be meaningful and relevant

to their particular areas of teaching, and they demand that their results faithfully reflect the idiosyncrasies of an engineering laboratory, a ceramics studio, a social science lecture or a creative writing seminar as well as take into account whether or not a course was required or elective course for the students who are evaluating their teaching effectiveness in the course.

While faculty have developed growing concerns about the procedures and uses of the results of student evaluations of teaching effectiveness, there is increasing evidence that students are questioning the true value and impact of them and are not responding as enthusiastically to the opportunity for evaluating faculty teaching effectiveness as they once worked to make such evaluations a part of the decision making processes regarding salary raises, promotion, reappointment and tenure for faculty.

As a result of the faculty being evaluated by the students with a resultant input into personnel actions realtive to them, faculty are now pressing the administration to provide for faculty evaluation of the deans and other administrators. The combined questions relating to both student evaluation of faculty teaching effectiveness and faculty evaluation of administrators will keep representatives of the University actively involved in their solution for some time to come.

While providing for shared decision making by students, faculty and administrators in several areas of the University's functioning, in no way does the agreement delete from or take away the final decision making powers of the Board of Trustees and the President as their chief executive officer. Legally, the Board has the responsibility and authority for the functioning of the University. It can delegate its responsibility and authority, but it cannot waive them.

The agreement provides for the structuring of the delegated responsibility and authority of the Board. Even in instances when it is insulated from the ongoing operations of the University the wording of the agreement, through its managements' rights clause and permissive wording such as "however, the Board at its own initiative may review and take further action or no action" in provisions that place final action with the President, affirms the Board's ultimate responsibility and authority.

The checks and balances system of the various levels of shared decision making is an important aspect of the agreement. It was structured to minimize capriciousness on the part of individuals or groups in decision making. Since all recommendations at all levels must have substantiation, the possibilities for capriciousness or inequitable application of the provisions of the contract relative to an individual faculty member are drastically curtailed. Even so, instances may occur in which a faculty member feels that he was dealt with unfairly according to the terms of the agreement. To handle such instances, rather innovative grievance procedures have been provided.

As with most collective bargaining agreements, Southeastern

Massachusetts University's provides for a multi-level grievance procedure relative to the terms of the agreement. This includes final and binding arbitration by a third party neutral if the grievance is not resolved within the framework of the first four levels of the procedure. These levels include conferences with the College Dean, Dean of Faculty and the President and a hearing before the Board of Trustees. Final and binding arbitration was included in the grievance procedure although there was opposition to its inclusion from several sources within and without the University for legal and philosophical reasons. Without final and binding arbitration by a third party neutral, there is no leverage in a grievance procedure. Rather, it becomes a form of administrative review.

The new public employees collective bargaining law of the Commonwealth of Massachusetts (Chapter 1078 of the Acts of 1973) which became effective on July 1, 1974 mandates binding arbitration of grievances. By including a binding arbitration provision as the final step in its grievance procedure, the SMU Trustees/Faculty Federation Agreement anticipated the changing mood toward public employee unionism among the Commonwealth's legislators and proved itself to be a viable document when measured against the tenets of the new collective bargaining legislation.

The possibility of review and decision by a third party neutral mandates fair and objective procedurally correct hearings at all of the lower levels of the grievance proceedings. It demands that all levels provide due process and impartiality and encourages the settlement of grievances as promptly and at as early a level of hearing as possible. For all practical purposes, final binding arbitration by a third party neutral is both the foundation and pinnacle of any grievance procedure.

Carefully spelled out procedures and time factors throughout the grievance procedures assure the grievant procedural due process. To initiate a grievance the SMU Agreement requires the grievant to transmit his alleged grievance in writing specifying the act or condition and the grounds upon which the grievance is based for processing through a Faculty Federation Grievance Committee. This committee, made up of individuals appointed by the Faculty Federation, serves as a processing body for all grievances. In addition the committee makes itself available to act in an advocacy role if the grieving faculty member so requests.

In addition to the Faculty Federation Grievance Committee, the Agreement provides for a faculty peer level review committee for each individual grievance. These committees, known as Faculty Grievance Committees, are each composed of two faculty members chosen by the Faculty Federation and one faculty member mutually agreed upon. The similarity in names of the standing committee of the Faculty Federation which processes all grievances and the faculty peer group committees established to handle individual grievances may be confusing to some people, but the differences in terms of function are readily appreciated by all concerned with administering the grievance procedures.

The Faculty Grievance Committee is an important new mechanism

introduced by the agreement. Though it has no decision making powers, it serves as a pre-decision peer level advisory committee, which, hopefully, can aid in the early resolution of faculty grievances. Its function is to review the alleged grievance, calling witnesses if necessary, with complete access to relevant materials and documents.

In cases involving a grievance against a College Dean, when it has reviewed the grievance to its satisfaction, and within a specified time period, the committee makes a written recommendation with regard to the alleged grievance to the grievant, the Faculty Federation and the College Dean. Within a specified period of time, the grievant, a representative of the Faculty Federation and the College Dean meet and confer on the recommendations of the Faculty Grievance Committee. As a result of the conference, the Dean may decide in favor of the grievant or deny his appeal. In either instance, he has the committee's recommendations as well as the results of his conference to equip him with a broader base of information for his decision than just his personal review could provide.

In the event that the Dean's decision is to deny the grievant's appeal, and it is subsequently appealed to the Dean of Faculty at the next level in the grievance procedure, his response to the Faculty Grievance Committee's recommendations, and that of the Faculty Federation and/or the grievant as well, become part of the documentation for review of the appeal.

The Faculty Grievance Committee in reality is a series of ad hoc committees, each one constituted to function in a specific grievance. As an advisory review committee with full hearing powers, it can and has played an important role in the successful resolution of faculty grievances.

There are two other aspects of the grievance procedure. The first is a somewhat common provision in grievance procedures, the wisdom of which was made evident through problems the University encoutered in implementing its first faculty collective bargaining agreement. The second is a new concept in grievance mechanisms which provides the vehicle for a faculty member to grieve against his fellow faculty members and/or his department chairman.

Common sense should have warned the negotiators during the bargaining of the first University agreement that little, if anything, is accomplished by having a grievance heard by an alleged griever. Such a procedure makes a man judge and jury in a suit in which he is the accused. It is hardly the paradigm of objective inquiry. Time and several grievance proceedings provided the wisdom that a prior lack of common sense ignored, and the new agreement provides that when a grievance is filed by a faculty member and processed through the Faculty Grievance Committee, hearings shall begin at the level above which the grievance occurred.

The second major modification in the grievance procedures was made in consideration of the fact that while many administrative decisions are made based upon the recommendations of faculty committees and/or Department Chairmen, grievances have traditionally

been filed exclusively against administrators. The negotiators recognized the alienating aspects of always having administrators play the "bad guys" and the need for providing a mechanism by which faculty could challenge recommendations by colleagues which might have been detrimental to their personal welfare. To achieve this, a provision was developed which gives a faculty member the right to a hearing before his appropriate College Academic Council with full access to the bases for the recommendation/s in question with regard to re-appointment, salary increases, tenure and promotion.

The College Academic Council is charged with hearing the grievance, during which the aggrieved faculty member may have representation of his own choosing, and then communicating in writing its decision and the grounds for the decision to the President of the University the faculty member, the Department Chairman and the Department Committee on Faculty Evaluation. Furthermore, if the Council finds that the faculty member has been grieved, it can make recommendations for further action to the President of the University.

Such a provision seems critical to the development of effective faculty/administrator relations and to procedurally insure a faculty member's rights to free and open inquiry into all phases of the decision making processes which affect him. It helps to take the constant heat off College Deans and other administrators and forces faculty decisions, as well as those of administrators, to be based upon objective criteria in keeping with the provisions of the Agreement.

This latter point must be pursued more fully by again stressing that all recommendations and decisions at all levels must be fully substantiated. Objectivity and equitability are key factors in all decision making, and they are stressed throughout the provisions of the Agreement. Capriciousness and inequitability are costly, destroy morale and are indefensible. They have no place in a university. The agreement insures that they are minimized. Of course, the real test of any grievance procedure is how effective it is in resolving grievances in a fair and equitable manner. In reviewing the number and kinds of grievances filed by faculty members with the Faculty Federation in the period since the new Trustees/Faculty Federation Agreement has been in full force and effect, it appears that the Agreement's grievance procedures have been highly successful in resolving grievances and doing so within the internal structure of the University. It might justifiably be stated that the binding arbitration provision of the Agreement did indeed act as an incentive for resolving grievances "in house," but such a statement might be misleading in its implications. In fact, though the grievance procedure is generally perceived as effective by the Faculty Federation and the administration, one of the reasons for its success might be the fact that in almost two years and a few thousand personnel decisions there have only been twenty faculty grievances.

The fact that there have been very few grievances in relation to the number of personnel decision may be the best attestation to the Agreement's validity and effectiveness. Both the Faculty

Federation officers and the University administrators who have labored diligently in its formulation and implementation would like to believe so.

The twenty faculty grievances filed and resolved since the new Agreement's inception have included one on a tenure decision, four on contract renewal, six on promotion, five on merit salary increases, two regarding the individuals' relative ranking in their respective departments and one contesting the faculty member's course assignments. Of these, six were resolved at the level of the Academic Councils, ten by review at the president's level and four as the result of hearings before the Board of Trustees. Eight grievances were upheld in favor of the grievant, two of these by the Board of Trustees. Compromise solutions were worked out in two other instances thereby resolving the grievances, and ten of the grievances were denied as a result of Academic Council, Presidential or Board action.

The Chinese philosopher Lao-Tse is credited with having said, "The view depends upon the point of view." This colorizing aspect of an individual's perspective undoubtedly is important to how one views the equitability and effectiveness of the Agreement's grievance procedures. If the view is limited to the "wins and losses" columns, then a fifty-fifty split must be viewed as excellent, since it favors no one. Such a quantitative view is asinine when considering the equitability and effectiveness of a grievance procedure, because it disregards the fundamental question of whether or not justice is served by the procedures with full protection of individual rights in the procedures and as a result of them. Every effort was made in developing the grievance procedures to insure due process and the full protection of individual rights. In all of the grievances mentioned, procedures were strictly adhered to, and every effort was made to apply them objectively and equitably. The fact that only four grievances were brought before the Board of Trustees, and neither of the two faculty members whose grievances were denied by the Board carried his grievance further, reinforces the view that both the grievance procedures and their utilization do provide for the objective and equitable resolution of faculty grievances.

The concepts of objectivity and equitability were likewise applied to the development of the salary schedules included in the agreement with some rather interesting results. Like most publicly supported institutions, Southeastern Massachusetts University had a published salary schedule for its faculty. However, the fact that the schedule was a matter of public information did not prevent it from bearing almost no relationship to the actual salaries paid. Although there were published steps within the salary schedule, almost no one was paid accordingly. The variance within any given rank was extensive. As an example, in September 1972, there were some Assistant Professors being paid four to five thousand dollars per academic year less than some Instructors. At the same time, there were a few Assistant Professors being paid more than some full professors. This condition persisted throughout the academic ranks. There was little, if any, relationship of rank to salary.

Whether or not academic rank indeed has privileges, one of its most important distinctions should be the salary it commands. What good is a promotion that changes only a title? In response to this the agreement established a salary schedule which had no overlap in the salaries of the various ranks. In essence, it reflected the belief that if a faculty member merited a particular salary he likewise merited the rank commensurate with it and vice versa, as well as the converse. This principle of merit was developed not only for establishing a faculty member's place on the salary schedule but also for his advancement within it.

A systematic series of steps was developed within each rank based upon approximately a five percent salary increase from step to step. At the Instructor level, five steps were included to reflect the "five years, up or out" posture of the Agreement. There were seven steps in the rank of Assistant Professor, eight in the Associate Professor rank and seven with a maximum salary of $30,516 in the rank of Professor. Since the history of the funding practices of the Commonwealth of Massachusetts indicate that it would be impossible for all faculty to move upward within the salary schedule during any one year, it was intended that any who would advance would do so on merit and in comparison of their merit with that of their colleague

As mentioned at the beginning of the discussion on the relatedness of rank and salary, the negotiated salary schedule together with the premises upon which it was developed produced some rather interesting results. For openers, the cherished belief that the Agreement could right the injustices created when salaries are not directly related to ranks and vice versa by eliminating overlapping salaries for contiguous ranks was shattered by the soon discovered need to have the necessary flexibility to successfully avert over-populating the senior ranks, suddenly facing a fiscal disaster as a result of relatively large sums of monies needed to equate rank and salary where there is no grey zone of overlapping salaries or perpetuating faculty hostility when it is discovered that the University cannot afford to invest increasingly larger proportions of its operating budget in faculty advancement.

Another problem created by the lack of any overlapping of salary schedules between contiguous ranks was coupled with the "five years, up or out" posture of the Agreement. Since the negotiated salary schedule for the Instructor rank started at $8500, hardly a level of subsistance in light of the nation's rapidly rising inflation, it became necessary to hire new Instructors on the second or third steps of the salary schedule for the rank and thus create real problems with the "five years, up or out" concept. The University could not afford to make "early" promotions of all Instructors to the rank of Assistant Professor for academic as well as fiscal reasons. It found it needed the flexibility of overlapping salary schedules provided to remedy this dilemma.

Utilizing the Agreement's provision for contract openers, the Board and Faculty Federation negotiators negotiated a new salary

schedule which provided for a minimum salary of $9,778 at the rank of Instructor, a maximum of $32,258 at the rank of Professor and additional steps in each of the four instructional ranks to provide for overlapping salary schedules for contiguous ranks. The new salary schedule was ratified by the Faculty Federation membership and the University's Board of Trustees in October 1974, but must await legislative funding for total implementation. By providing for overlapping salary schedules at the top and bottom steps of contiguous ranks, the new salary schedule provides the flexibility, the necessity of which was made evident in implementing the prior agreement. Yet, it still maintains the basic concept of correlating rank and salary and provides for the exigencies of a "five year, up or out" policy through the ranges specific to particular ranks and the addition of from one to three new steps in each of them. Though what was just stated may seem to be a rationalization for a compromise procedural substitution a philosophically idealistic attitude toward the correlationship of academic rank and salary, it really is a good example of the effectiveness of collective bargaining in achieving a viable compromise agreement in response to mutual concerns.

Since the resources of Southeastern Massachusetts University are not limitless, it is important for the University to develop and utilize procedures which identify their most effective investment. This is particularly true with regard to salary expenses which during the current academic year account for eighty-three percent (83%) of the total operating budget of the University. Faculty salaries make up sixty-five percent (65%) of this account. In the past, the Commonwealth provided a fixed percentage of monies, based upon the previous fiscal year's salary account, for merit pay raises. As a result newly hired personnel did not generate monies for merit raises and were not considered for them until the middle of their second year of service, and the step increases of the Trustees/Faculty Federation Agreement were of such a magnitude that it was impossible for all faculty to gain merit awards. With the implementation of the new Commonwealth public employee collective bargaining law, all salary monies are subject to negotiation, executive and legislative review, approval and funding. All indications are that future new monies will be even more difficult to attain.

Considering the above and its implications to all personnel decisions, but particularly relative to salary increases and promotions, it seemed mandatory that a system be developed for ranking faculty members relative to their respective merits as candidates for salary increases and promotions. To achieve this, the Agreement stipulated that all faculty eligible for consideration must be ranked departmentally and then on the college and university level relative to promotion and salary increases. Each ranking must be substantiated. Within the limits of monies and positions available, the rankings and justifications are then utilized to promote or award salary increases to faculty, who, in the judgment of their colleagues as well as their College Dean, are most meritorious. Of course, the results of the student evaluations of the faculty are also a factor in the final decisions on promotion and salary increases thereby providing as broad a spectrum of justification of merit as possible

within the framework of the agreement.

Of all the provisions of the Agreement, none has been more a topic of concern, discussion and even attack than those providing for the ranking of faculty. Though there has been discontentment among faculty who have generally been ranked low by their colleagues and deans, surprisingly, the most heated debates regarding the ranking system have involved faculty who were ranked high or near the middle of the rankings. They have questioned the ability of anyone, individually or collectively, to evaluate their abilities and contributions, and their most frequently asked question is, "Why is Professor X and not I ranked number one?" The answer is often difficult to defend and accents the need for developing more sophisticated and acceptable, faculty evaluation instruments and procedures. The alternative of abandoning the rankings for promotion and salary increase decisions would succeed only in presenting faculty and administrators with opportunities for capricious actions that the Agreement was structured to hopefully eliminate.

When the negotiations were completed, both parties were excited about the possibilities of the newly created Agreement. It was felt that the hopes of creating a viable university decision making structure were realized. Therefore, an unprecedented step was taken to abrogate the original Faculty Federation/Board of Trustees Agreement, which still had six months to fulfill its duration, and place the newly negotiated Agreement into full force and effect upon ratification by both parties to it. The ratification by both parties came within a few weeks after the completion of negotiations, and this entered the Faculty Federation officers and the university administrators into a most critical stage of the agreement's implementation.

An agreement may do all that was hoped for in terms of putting down on paper the provisions for structuring a university's decision making processes, but if it is not fully understood by all who are affected by it, it becomes merely words and is never translated into actions. It is necessary to develop implementation procedures to make any agreement effective. Meetings must be held with everyone responsible for administering the agreement, and calendars, annotated lists of committees and other details of the agreement need to be prepared and distributed to help in understanding and implementing it.

As the climate of negotiations becomes the essence of the form an agreement will take, so, too, the implementation procedures help to shape the manner in which it will be administered and how effective it will prove to be. Too often, an agreement is considered completed once it has been ratified. In reality, it is never completed until it has lived its duration. During that time, and especially at the onset of its full force and effect, careful attention must be paid to its effective implementation.

One way that this can be done is to provide bi-partisan study committees to continuously evaluate the effectiveness of the provisions of the agreement and provide mechanisms, such as contract

openers, to rectify any faulty or ineffectual ones. Continuous consultation by both parties to the agreement involving officers at the departmental, college and university levels of its administration are necessary for its equitable and objective application as well as for working out the problems of its application before they become issues of controversy and/or the bases for grievances.

In attempting to structure the university's decision making processes, responsibility and authority have been given credence through accountability. This is in keeping with all good administrative practices and applicable to all forms of institutions and offices. However, it has not always been rigorously applied within the academy. Boards of trustees, presidents and deans have been known to rule their institutions as a duke once ruled his fiefdom. Faculty, collectively and individually have veiled themselves in the impenetrable sanctity of tenure, "Paranoia academicis" has plagued the academy, and its entire academic community has suffered. Southeastern Massachusetts University has learned through experience that a well conceived and well structured collective bargaining agreement is not a panacea for curing the ills of colleges and universities, but it has also learned that such an agreement can go a long way toward making them healthfully functionable and effective.